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RECEIVED

JAN 15 1982

COMMISSIONER OF PUBLIC LANDS

January 12, 1981

T. W. Roswall
Division of Marine and Land Management
Department of Natural Resources
Olympia, Washington 98504

Re: Easement over Harbor Lease No. 2523

Dear Mr. Roswall:

Frank Cooper and John Verhelst, lessees under Department of Natural Resources Harbor Area Lease No. 2523, have asked me to respond to your letter of December 14, 1981. Mr. Cooper and Mr. Verhelst do not believe the principals of Sea Brim, Inc. are being entirely truthful when they represent they require access across the Cooper/Verhelst Harbor Lease because legal access is unavailable from other sources for the benefit of their marina.

When Sea Brim purchased the marina they approached Mr. Cooper and Mr. Verhelst about cooperative development of the Cooper/Verhelst harbor area and uplands. Mr. Cooper and Mr. Verhelst inquired whether Sea Brim had legal access to the marina. Sea Brim replied that it did, representing that:

1. It was purchasing the uplands and harbor area lease immediately to the West of the marina, owned by a Mr. and Mrs. William R. Dane.
2. It was purchasing additional uplands immediately to the West of the Dane property, owned by Alan Cady.
3. It had legal access down a stairway on the uplands adjoining the Sea Brim Harbor lease, owned by William Rasmussen.

Copies of the Dane and Cady earnest money agreements, which Sea Brim recorded, are enclosed for your reference. Also enclosed is a map of the area showing the layout of the Cady, Dane, Rasmussen, Sea Brim, and Cooper/Verhelst properties.

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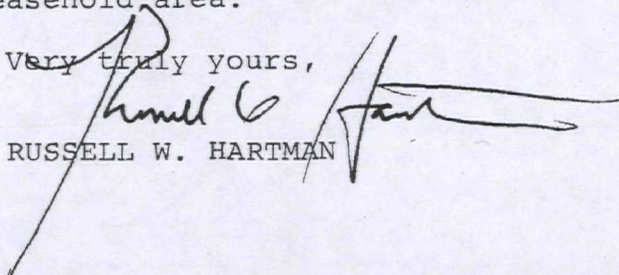
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Mr. Cooper and Mr. Verhelst have done additional research concerning the access issue, and discover that Sea Brim has tendered an offer to purchase a portion of the Rasmussen uplands, and that there is probably a written, but unrecorded, easement for use of the stairway on the Rasmussen property.

An easement across the Cooper/Verhelst harbor area to Renn Stroll is no better access than the staircase on the Rasmussen property. Renn Stroll is only 10 feet wide, and at best provides a foot path down to the harbor area. Since Sea Brim has already established access rights across the Dane and Rasmussen properties, Mr. Cooper and Mr. Verhelst do not believe it would be fair or proper to grant additional access across their harbor area. They see the request for an easement as a ploy to diminish the future marketability of their property through creation of an encumbrance. Mr. Cooper and Mr. Verhelst found the principals of Sea Brim, Inc. to be quite antagonistic when Mr. Cooper and Mr. Verhelst elected not to sell to them, or to develop cooperatively with them. Mr. Cooper and Mr. Verhelst elected not to proceed on this basis, because they believe Sea Brim, Inc. to be an extremely poor credit risk. Sea Brim recently defaulted on a loan for construction of a condominium project. The default resulted in losses to labor and materialmen who worked on the project in excess of \$200,000.00.

Mr. Cooper and Mr. Verhelst hope that the information contained in this letter will assist the State in determining whether or not to grant an easement across Harbor Area Lease No. 2523. Mr. Cooper and Mr. Verhelst sincerely hope the State will elect not to establish this encumbrance on the Cooper/Verhelst leasehold area.

Very truly yours,


RUSSELL W. HARTMAN

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Enc.

CC: Mr. Frank Cooper
Mr. John Verhelst

